

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

**CHRISTIANA ZENKNER,**

**Plaintiff,**

**v.**

**THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY,**

**Defendant.**

)  
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

**Civ. Action No. \_\_\_\_\_**

**Jury Demand**

**Electronically Filed**

---

**NOTICE OF REMOVAL**

---

Defendant, The Lincoln National Life Insurance Company ("Lincoln National"), pursuant to the provisions of 28 U.S.C. § 1441 and 28 U.S.C. § 1446, respectfully submits this Notice of Removal for the purpose of removing the above-captioned action from the District Court of Tarrant County, Texas, to the United States District Court for the Northern District of Texas. As grounds for this Notice of Removal, Lincoln National states as follows:

1. On or about May 31, 2017, Plaintiff Christina Zenkner filed a Complaint and Summons in the above-captioned action in the District Court for Tarrant County, Texas, Case No. 153-292393-17.

2. Lincoln National was served with a copy of the Complaint and Summons through service on Lincoln National's registered agent for service of process in the State of Texas, Corporation Service Company, on July 7, 2017, a date less than 30 days before the filing of this Notice of Removal.

3. This action is of a civil nature wherein the Plaintiff seeks the recovery of certain long term disability benefits that he alleges are due under the terms of an employee welfare benefit plan sponsored by Plaintiff's former employer (the "Plan"), the City of Watauga.

4. Long term disability benefits under the Plan are funded by group long term disability insurance policy no. 000010106269 (the "LTD Policy") issued by Lincoln National. Complaint, ¶5; Declaration of Thomas J. Vargo ("Vargo Decl.") ¶ 6, Ex. 1.<sup>1</sup>

5. Removal is proper because this Court has original jurisdiction over this action under 28 U.S.C. § 1332(a)(1). First, the parties are citizens of different states. Specifically, Defendant, The Lincoln National Life Insurance Company, is organized and existing pursuant to the laws of the State of Indiana with its principal place of business located Radnor, Pennsylvania. 28 U.S.C. § 1132(c)(1). Vargo Decl. ¶ 3. Plaintiff is a citizen and resident of Tarrant County, Texas. Complaint, ¶ 3; 28 U.S.C. § 1332(c)(2). Therefore, there is complete diversity among the parties.

6. Second, the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs. In this case, Plaintiff has filed suit asserting numerous causes of action stemming from Lincoln National's alleged improper denial of his claim for long term disability benefits under the LTD Policy issued by Lincoln National's predecessor-in-interest, Jefferson Pilot. *See generally* Complaint. Plaintiff alleges that Lincoln National breached the LTD Policy and violated the Texas Insurance Code. *See* Complaint, ¶8. With respect to Plaintiff's claim for breach of contract, she alleges that she has suffered damages in excess of \$600,000. Complaint, ¶8A. While Plaintiff has not alleged a specific amount of damages that she claims she is entitled to recover with respect to her claim for alleged violations of the Texas Insurance Code, she claims that Lincoln National's alleged misconduct entitles her to, *inter alia*, damages including benefits under the LTD Policy, treble damages, attorneys' fees and costs incurred in prosecuting the lawsuit. *See* Complaint, ¶8C.

---

<sup>1</sup> The Declaration of Thomas J. Vargo has been filed contemporaneously with this Notice of Removal.

7. Based solely on the allegations set forth in Paragraph 8A of the Complaint, the matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs. Complaint, ¶8A. However, the amount in controversy also is met by Plaintiff's request for an award of treble damages in connection with her claim for alleged violations of the Texas Insurance Code. Complaint, ¶8C.

8. Pursuant to 28 U.S.C. §1441(a) and Local Rule 81, this Notice of Removal is accompanied by copies of the following documents which are incorporated herein by reference:

- Exhibit A An index of matters being filed
- Exhibit B All executed process in the case
- Exhibit C Plaintiff's Original Petition and Request for Disclosure
- Exhibit D Docket Sheet
- Exhibit E A separately signed certificate of interested persons that complies with LR 3.1(c) or 3.2(e); and
- Exhibit F Notice of Notice of Removal in State Court Action

9. No other process, pleadings or orders have been filed in connection with this action in the District Court for Tarrant County, Texas, Case No. 153-292393-17.

WHEREFORE, Defendant, The Lincoln National Life Insurance Company, respectfully submits, based upon the allegations set forth in this Notice of Removal, that this action is properly removed and request that this Court retain jurisdiction over this action.

Dated: July 28, 2017.

Respectfully submitted,

/s/ John M. Scannapieco

---

John M. Scannapieco  
Tenn. Reg. No. 14473  
BAKER DONELSON BEARMAN CALDWELL &  
BERKOWITZ, P.C.  
211 Commerce Street, Suite 800  
Nashville, Tennessee 37201  
(615) 726-5648  
[jscannapieco@bakerdonelson.com](mailto:jscannapieco@bakerdonelson.com)

Jennifer S. Stoddard  
Texas Bar No. 19260650  
STODDARD LAW, PLLC  
8150 N. Central Expressway, Suite 1150  
Dallas, Texas 75206  
(214) 884-4900  
[JenniferS@stoddlawtx.com](mailto:JenniferS@stoddlawtx.com)

*Attorneys for Defendant, The Lincoln National Life  
Insurance Company*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served electronically by operation of the Court's electronic filing system or via U.S. first class mail, postage pre-paid, to Greg Reed, Esq., Bemis, Roach & Reed, 4100 Duval Road, Building 1, Suite 200, Austin, Texas 78759 on this 28th day of July, 2017.

/s/ John M. Scannapieco

---

John M. Scannapieco